

1 BILL NO. S-84-08-20

2 SPECIAL ORDINANCE NO. S-

101-54

3 AN ORDINANCE approving Sanitary  
4 Sewer Extension Agreement for  
5 College Park Office Condominiums  
6 between Commercial Equity Resources  
7 and the City of Fort Wayne, Indiana,  
8 in connection with the Board of  
9 Public Works.

10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
11 THE CITY OF FORT WAYNE, INDIANA:

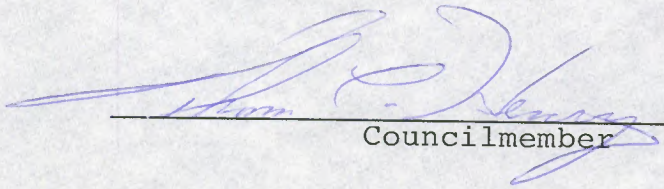
12 SECTION 1. That College Park Office Condominiums Sani-  
13 tary Sewer Extension Agreement between Commercial Equity Resources,  
14 and the City of Fort Wayne, Indiana, in connection with the Board  
15 of Public Works, is hereby ratified, affirmed and approved in all  
16 respects. The work under said Agreement requires:

17 College Park Office Condominiums  
18 Sanitary Sewer Extension Agreement  
19 between Commercial Equity Resources,  
20 Inc. and the City is a local sanitary  
21 sewer described as follows: Begin-  
22 ning at an existing manhole located  
23 720 feet East of the centerline of  
24 Hobson Road and 290 feet South of  
25 the centerline of S.R. #37. Thence  
26 running North 10° East 100.0 feet  
27 and terminating at a clean out to be  
28 constructed. Also, beginning at the  
29 aforesaid existing manhole; thence  
30 running South 25° West 225 feet and  
31 terminating at a manhole to be con-  
32 structed;

this Agreement involves no cost to the City.

SECTION 2. Prior Approval is being requested from  
Council with respect to this Agreement on August 14, 1984. Two  
(2) copies of the Agreement attached hereto are on file with the  
City Clerk's Office, and are available for public inspection.

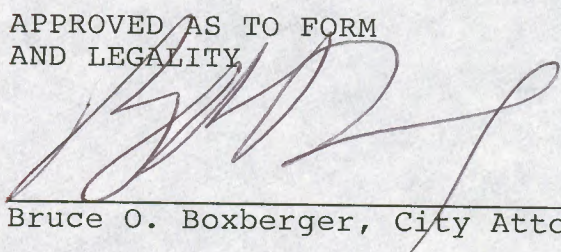
SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

  
Councilmember



Page Two

APPROVED AS TO FORM  
AND LEGALITY

  
\_\_\_\_\_  
Bruce O. Boxberger, City Attorney

FOX RIVER BOND  
35% COTTON



AGREEMENT  
FOR  
SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 8<sup>th</sup> day of Aug. 1984, by and between Commercial Equity Resources, Inc., an Indiana Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows: Beginning at an existing manhole located 720 feet East of the centerline of Hobson Road and 290 feet South of the centerline of S.R. No. 37. Thence running North 10° East 100.0 feet and terminating at a clean out to be constructed. Also, beginning at the aforesaid existing manhole; thence running South 25° West 225 feet and terminating at a manhole to be constructed.

in accordance with plans, specifications, and profiles heretofore submitted to an approved by "CITY" and now on file in the Office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as College Park Office Condominium - Phase I, as drawn by Owens-Russell Associates, under their Commission Number E84-501 dated March 20, 1984, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the "OWNER" has an interest, but also an adjoining land areas and;

WHEREAS, the cost of construction of said sewer is represented to be \$7,590.00.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications and profiles all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval.

All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall



accept sewage therefrom subject to such sewage service charges as may now or hereafter be regularly established by "CITY", and all further maintenance thereafter shall be borne by "CITY".

## 2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

## 3. AREA OF "OWNER"

Said sewer when accepted by the "CITY" will serve the following described real estate: Part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 31 North, Range 13 East, Allen County, Indiana, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South 89 deg. 51 min. 40 sec. East (assumed bearing) on the North line thereof, 644.00 feet; thence South 00 deg. 00 min. 00 sec. East, parallel to the West line of said Northwest Quarter, 40.00 feet; to the South right of way line of Stelthorn Road and the point of beginning; thence South 89 deg. 51 min. 40 sec. East, on said South right of way line, 279.00 feet; thence South 00 deg. 00 min. 00 sec. East, 460.00 feet; thence North 89 deg. 51 min. 40 sec. West, 305.00 feet; thence North 17 deg. 12 min. 37 sec. East, 87.87 feet; thence North 00 deg. 00 min. 00 sec. East, 376.00 feet to the point of beginning, containing 2.971 acres.

As "OWNER" will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above-described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

## 4. AREA CONNECTION CHARGE (Oversizing, etc., cost of existing sewage works)

An area connection charge of \$700.00 per acre must be paid to "CITY" at the time of connection. This area connection charge is in addition to the local charge as set forth above, and represents the installation and/or oversizing cost expended by "CITY" for sewer line(s) known as St. Joseph Service Area, Resolution No. 74-22-04.



5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY".

6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER" for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER", for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance to the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER", its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER", his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.



"OWNER" further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L., 309, 395).

#### 8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by Common Council of the City, by duly appointed Ordinance and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

COMMERCIAL EQUITY RESOURCES, INC.

"OWNER"

Dale H. Alber President

Dale H. Alber

President

Michael A. Rohrbach

Michael A. Rohrbach

Secretary

Secretary

"CITY"

Win Moses, Jr.

Win Moses, Jr., Mayor

BOARD OF PUBLIC WORKS

David J. Kiester

David J. Kiester, Chairman

Betty R. Collins, Member

Cosette R. Simon

Cosette R. Simon Member



ATTEST:

Helen V. Gochenour

Helen V. Gochenour, Clerk

APPROVED as to form an legality:

Richard I. Snouffer

~~ASSOCIATE CITY ATTORNEY~~

Richard I. Snouffer, Associate City Attorney

STATE OF INDIANA )

) SS

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Dale H. Alber, President; Michael A. Rohrbach, Secretary who acknowledged the execution of the foregoing Agreement as and for his/her voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 7<sup>th</sup> day of August 1984.

Patricia J. Schuessler  
Notary Public

My Commission Expires:

9/20/85

STATE OF INDIANA )

) SS

COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Win Moses, Jr., as Mayor, David J. Kiester, Chairman, Betty Collins, Member and Cosette R. Simon as the Board of Public Works acknowledge the execution of the foregoing as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 8<sup>th</sup> day of August 1984.

L. Settimi McMahon  
Notary Public

Resident of Allen County

My Commission Expires:



Read the first time in full and on motion by Henry,  
seconded by Jim Dunto, and duly adopted, read the second time  
by title and referred to the Committee City Utilities (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.

DATE: 8-14-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Jim, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-28-84

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 101-84

on the 28th day of August, 19 84,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Ray A. Ebert  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 29th day of August, 19 84,  
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of August,  
19 84, at the hour of 4:00 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



BILL NO. S-84-08-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN  
ORDINANCE approving Sanitary Sewer Extension Agreement for College  
Park Office Condominiums between Commercial Equity Resources and  
the City of Fort Wayne, Indiana, in connection with the Board of  
Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

THOMAS C. HENRY, CHAIRMAN

MARK E. GIAQUINTA, VICE CHAIRMAN

CHARLES B. REDD

JAMES S. STIER

DONALD J. SCHMIDT

CONCURRED IN 8-28-84  
SANDRA E. KENNEDY, CITY CLERK



1840820

PRIOR APPROVAL REQUESTED  
THIS DATE

EFFECT OF PASSAGE      Sewer system to serve above described property.

## EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) No cost to City

ASSIGNED TO COMMITTEE